

JPA #91-37

CONSTRUCTION
INTERGOVERNMENTAL AGREEMENT
BETWEEN

Contract No. CMH501092

THE STATE OF ARIZONA
AND

A.G. No. KR91-2827TRD

THE UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
FOR THE YAVAPAI-PRESCOTT INDIAN TRIBE

THIS AGREEMENT, entered into pursuant to Arizona Revised Statutes, Section 11-951 through 11-954, as amended, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE", and the UNITED STATES DEPARTMENT OF THE INTERIOR, BUREAU OF INDIAN AFFAIRS for the YAVAPAI-PRESCOTT INDIAN TRIBE, hereinafter called "BUREAU",

WHEREAS, the STATE is empowered by Section 28-108 to enter into this Agreement and the Director of the ARIZONA DEPARTMENT OF TRANSPORTATION has delegated to the undersigned his authorization to execute this Agreement on behalf of the STATE,

WHEREAS, the BUREAU is empowered by Section 23 and Section 204 (b), (c), and (d), U.S.C. 308 (a) to enter into this Agreement, as approved by the Yavapai-Prescott Indian Community Resolution, attached hereto and incorporated herein as Exhibit "A" resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said BUREAU,

WHEREAS, Section 11-952 (E) provides that this Agreement is not required to be submitted to the attorney for the BUREAU, and

WHEREAS, for the safety and protection of the traveling public, it is necessary and desirable that certain improvements and/or modifications be made on the State Highway System on the

Yavapai-Prescott Indian Reservation. This work shall consist of the installation of new traffic signals at the following location:

SR 69 - MP 295.87 (Sheraton Entrance)

69 YV 295 HX 005 01C

Project F 029-1-15

NOW, THEREFORE, in consideration of the mutual covenants hereinafter to be kept by all parties, it is mutually agreed as follows:

1. The STATE shall advertise for bids and award a contract for the installation of traffic signals on SR 69, MP 295.87 (Sheraton Entrance). The traffic signals shall be installed coincidentally with or subsequent to the SR 69 highway improvements specified in STATE Encroachment Permit Number 56321 attached hereto and incorporated herein as Exhibit "B".

2. The STATE shall be responsible for any contractor claims for extra compensation attributable to STATE.

3. The BUREAU, upon completion of the work, shall reimburse the STATE for 50 per cent of the final construction and engineering costs on SR 69 (Sheraton Entrance) not to exceed \$40,000. Funds are held by the BUREAU for this purpose under BIA funding citation H68 302 x 1920 3435 25N - \$40,000.

4. The STATE will bill the BUREAU for its share of the construction and engineering costs cited in 3, above, on an itemized cost statement to the Bureau of Indian Affairs, Branch of Roads, P. O. Box 10, Phoenix, Arizona 85001, Attention: Area Director's Office.

5. This Agreement shall be considered as terminated when all conditions as set forth herein have been complied with and the traffic signals are complete, in place, and functional.

6. All parties are hereby put on notice that this Agreement is subject to cancellation by the Governor pursuant to A.R.S. Section 38-511.

7. The provisions of A.R.S. Section 35-214 are applicable.

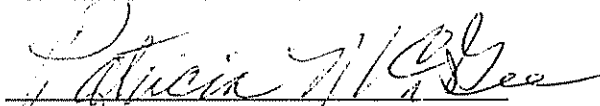
8. This Agreement shall be filed with the Secretary of State and shall become effective upon filing.

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION

BY: 
State Traffic Engineer

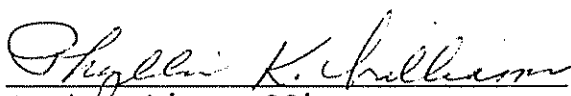
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THE YAVAPAI-PRESCOTT INDIAN TRIBE

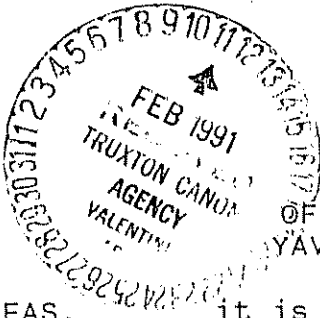
BY: 
TITLE: President

DATE: 6/19/91

THE UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

BY: 
Contracting Officer
Phoenix Area Office

DATE: 9/6/91



BUREAU OF INDIAN AFFAIRS
BR OF INDIAN AFFAIRS
JAN 29 10 58 AM '91

EXHIBIT "A"

RESOLUTION NO. 91-02
OF THE GOVERNING BODY OF THE
YAVAPAI-PRESCOTT INDIAN TRIBE

WHEREAS, it is necessary to install traffic lights on State Highway 69, for the safety and protection of the travelling public, and the intersection of Arizona Highway 69 at the entrance way to the Sheraton Hotel, Mario's Restaurant, Service Station, Convenience Market, and Yavapai Bingo.

WHEREAS, an agreement has been proposed by Arizona Department of Transportation (ADOT) to provide for operation and maintenance of the traffic lights once they are installed, and

NOW, THEREFORE, LET IT BE RESOLVED THAT the Yavapai-Prescott Board of Directors hereby authorizes the President to negotiate an agreement with ADOT for the operation and maintenance of the traffic signals at the entrance way to the Sheraton Hotel, Mario's Restaurant, Service Station and Convenience Market, and Yavapai Bingo.

BE IT FURTHER RESOLVED THAT:

1. The proposed agreement provides that all operation and maintenance services and costs will be borne by ADOT with the exception of electrical energy costs which will be paid by the Yavapai-Prescott Tribe, and
2. The Yavapai-Prescott Tribe will pursue the funding of the electrical energy costs from other available sources but in the absence of such funding will assure the payment of electrical energy costs from tribal funds.
3. The Bureau of Indian Affairs, through the Yavapai-Prescott Tribe, has agreed to pay 50% of the construction costs of the traffic lights, not to exceed \$40,000, and ADOT will do the construction and installation of the traffic lights.

BE IT FURTHER RESOLVED THAT the President is authorized to sign an agreement with ADOT and BIA to provide the traffic signal discussed above which also contains the provision under 1, 2, and 3 above.

RESOLUTION NO. 91-02

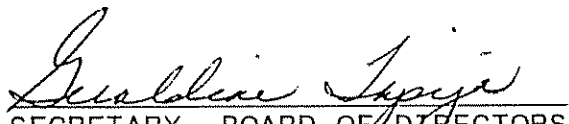
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C E R T I F I C A T I O N

I, the undersigned, as President of the Board of Directors for the Yavapai-Prescott Indian Tribe hereby certify that the Board is composed of five (5) members of whom 5 members constituting a quorum were present at a Regular Meeting this 11th day of January, 1991, and that the foregoing Resolution was adopted by a vote of 4 in favor, 0 against, under the authority of the Articles of Association, Article VI, Section 1 (g).


PRESIDENT, BOARD OF DIRECTORS
YAVAPAI-PRESCOTT INDIAN TRIBE

ATTEST:


SECRETARY, BOARD OF DIRECTORS
YAVAPAI-PRESCOTT INDIAN TRIBE

PERMIT # 56321
DATE RECEIVED 10/22
PERMIT SPVSR 1/K
DATE RELEASED 10/29
INPUT

ARIZONA DEPARTMENT OF TRANSPORTATION
Room 175A, 206 South 17th Ave., Phoenix, Arizona 85007



APPLICATION FOR PERMIT TO USE STATE HIGHWAY RIGHT OF WAY
(Print or Type)

Name of Owner Yavapai-Prescott Indian Tribe

Address of Owner 530 E. Merritt St.

City Prescott State Arizona Zip 86301

Name of Applicant Patricia McGee Legal Relationship to Owner President-Tribal Brd.

Mailing Address 530 East Merritt

City Prescott State Arizona Zip 86301

Phone 602-445-8790

Signature of Applicant Patricia McGee

(Applicant and Owner are responsible for conditions on permit)

City (in or near) Prescott Project No. F029 1 15

Highway Route No. 69 Approximately _____ Feet _____ of Milepost No. 295.87

Side of Highway N S E W (circle one) Highway Station 4992+70

Purpose Stoplight at Sheraton - Texaco intersection, already
approved by ADOT subject to geometric change.

***CONSTRUCT RIGHT TURN LANE

FOR DEPARTMENTAL USE ONLY #56321 10/18/91 4311

THIS APPLICATION is approved with the following directions, requirements and specifications:

Permittee to construct right turn lane and in-only turnout at approximate station 4992+70 and provide for traffic generated in the area on the south side of HWY 69 in the complex known as Mario's and Texaco (approximate station 4987 to station 4995) to use turnout directly opposite existing Sheraton turnout. To be constructed in accordance with approved plans.

Construction plans for work done under this permit must be prepared by a Registered Professional Engineer registered in the state of Arizona.

Before the permit construction is accepted by ADOT, the owner or the owner's representative must furnish a certificate of compliance to ADOT certifying all materials and all work done under the permit were in compliance with the approved plans and all conditions and requirements of the permit. This certificate must be signed and sealed by a Registered Professional Engineer registered in the state of Arizona.

ARIZONA DEPT. OF
TRANSPORTATION

91 OCT 22 AM 10:59

10/18/91 ENGR. DC
PRESCOTT

Dated


RODNEY P. ALLEN, AREA PERMITS SUPERVISOR

District Engineer

FOR AND IN CONSIDERATION of the granting of a permit or license for the purpose set forth herein the Licensee hereby agrees, covenants, and binds said Licensee as follows, to-wit:

1. The Licensee hereby agrees to save and hold harmless the State, any of its departments, agencies, officers or employees from all cost and damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or non-performance of any provision of this agreement or the exercise of this permit or license by Licensee, any of its agents, or any of its independent contractors. The above cost incurred by the State, any of its departments, agencies, officers, or employees shall include in the event of an action, court costs, expenses of litigation and reasonable attorneys' fees. When any above cost, damage occurs as aforesaid, Licensee assumes the burden of proof that the above activity, condition, or event did not cause such cost, damage, or other damage.
2. That all work done shall be at the sole cost and expense of the Licensee, and shall be done at such time and in such manner as to be least inconvenient to the traveling public, and as directed by the agent of the Licensor. Work must be finished in the time specified on permit.
3. That when the proposed work is completed the Licensee shall repair the roadbed and replace the surfacing material thereon and will leave the said road in as good a condition as it is now, so far as the road is affected by the Licensee.
4. If the subject of the permit or license fails to pass final inspection, the Licensee will remove or replace the same within such time as specified by written notice from the Licensor; or if at any time hereafter, any material used by the Licensee is replacing or reconstructing any part of said highway proves defective, the Licensee will replace the same with the kind and quality of material which the Licensor shall specify.
5. That if the title and possession of any property placed upon the right of way by the Licensee remains in said Licensee, the Licensee shall and will promptly perform all necessary repair work upon written notice from the Licensor, and will not permit or allow any condition to exist which would be a hazard or source of danger to the traveling public.
6. That if at any time hereafter the right of way, or any portion thereof, occupied and used by the Licensee may be needed or required by the Licensor, any permit or license granted in pursuance of this application, may be revoked by the Licensor and all right thereunder terminated, and upon sufficient notice, the Licensee shall and will remove all property belonging to said Licensee.
7. That in the event that the work to be done under the authority of the permit or license necessitates the creation of any hazard or source of danger to any person or vehicle using said highway, said Licensee shall and will provide and maintain at all times during the existence of said hazard, sufficient barriers, danger signals, lanterns, detours, and shall and will take such other measures of precaution as the Licensor shall direct.
8. That if the work to be undertaken is of such a nature or character that the Licensor deems it necessary that said work be laid out, or inspected by the Licensor, said Licensee will defray any and all expenses incurred by said Licensor, and herein agrees to reimburse the Licensor, and for that purpose will deposit with the Licensor a sum of money in the amount necessary to cover all cost incurred by the Licensor.
9. All construction to be as per final plans approved with permit.
10. Licensee agrees to advise the state of any change of ownership.

WHITE COPY TO APPLICANT AFTER PROCESSING
YELLOW COPY TO PERMIT DIVISION FILE
PINK COPY TO DISTRICT ENGINEER'S FILE
GREEN COPY TO DISTRICT ENGINEER'S INSPECTOR
BLUE COPY TO FHWA (INTERSTATE HIGHWAY ONLY)

PERMIT AND LICENSE

Permit No. #56321

A permit and license is hereby issued to the foregoing licensee for the purpose contained in the application and upon the expressed condition that every agreement and covenant therein contained is faithfully performed, and said work to be performed in accordance with final approved plans and specifications. Construction is authorized only for period indicated below.

Dated 10/18/91

Construction to be completed by:
04/18/92

Date

ARIZONA DEPARTMENT OF TRANSPORTATION

By


ROBERT F. SCHNEIDER - ASSISTANT DISTRICT ENGINEER MTCE

Maintenance Permit Engineer

PERMIT# 56321
10/17/91

PRESCOTT YAVAPAI TRIBE
SR 69 MP 295.87

This permit is being issued for a particular type and volume of use. This use has been determined by the information you have submitted. If this development expands or if commercial properties are added or if the access use changes in anyway to effect the flow of traffic onto the State Highway, a new encroachment permit will be required.

It shall be the responsibility of the permittee to determine the status of ADOT right of way, ie., fee or easement and if needed acquire concurrence of underlying fee owner.

All work shall be done in accordance with Arizona Department of Transportation Standards, specifications, approved plans, and under the supervision of Larry Davis, Maintenance Supervisor in Prescott.

NO WORK SHALL BEGIN PRIOR TO NOTIFICATION OF PROPER AUTHORITIES. NOTIFY LARRY DAVIS, MAINTENANCE SUPERVISOR, 3 DAYS PRIOR TO START OF WORK AND WITHIN 3 DAYS AFTER COMPLETION FOR FINAL INSPECTION. PHONE 778-1180 IN PRESCOTT. IT SHALL BE THE RESPONSIBILITY OF THE PERMITTEE OR CONTRACTOR TO CONTACT THE MAINTENANCE FOREMAN PRIOR TO CONSTRUCTION. THE FOREMAN MAY REQUEST A PROPOSED WORK SCHEDULE AND/OR PRE JOB CONSTRUCTION CONFERENCE; WHICHEVER HE DEEMS NECESSARY.

One hundred and eighty days (180) calendar days will be the normal time allowed for completion of construction. Time limits beyond 180 days may be granted if requested, in writing, with valid reason prior to completion date on the permit. It shall be the responsibility of the permittee to complete construction in a timely and workmanlike manner. It is recommended that the permittee submit a request for extension of time two (2) weeks prior to the expiration date of the permit.

Traffic shall be protected in accordance with Arizona Department of Transportation Traffic Control Manual or Manual on Uniform Traffic Control (MUTCD).

All signs, placement of signs and necessity of flagmen shall be the responsibility of the permittee.

Prior to final inspection by the Maintenance Foreman, all surplus material shall be removed from the right-of-way, and the right-of-way left in neat and natural state. Any existing Arizona Department of Transportation features (i.e. fence, pipes, posts, etc.) damaged during permit work shall be repaired by the permittee.

The Permittee shall assume full responsibility in attaining clearances from utility companies and will be responsible for damage to any utility line. Permittee shall call BLUE STAKE two (2) working days prior to any excavation. This is a STATE LAW. If Blue Stake is not available, the permittee shall be responsible for contacting all utilities two working days prior to any excavation.

BLUE STAKE #: 1-800-STAKE-IT

A copy of the approved permit will be made available at the work site for inspection by A.D.O.T. personnel. Failure to provide this copy may result in immediate work stoppage until proof of an authorized permit is provided.

With the acceptance of this permit, the Permittee agrees to all the conditions as described herein. If the permittee does not agree to all the conditions as outlined in this contract, it must be returned to the Prescott Office. No work will be allowed to take place inside the Right-of-Way without a valid permit.

Existing curb and gutter shall be removed from CONTRACTION JOINT TO CONTRACTION JOINT and replaced with new curb and gutter where applicable in accordance with A.D.O.T. Standard C-5.20.

Where the new asphaltic concrete meets the existing pavement a saw or wheel cut will be made.

Grading will be done in such a manner so that the finished grade will slope away from the Right of Way.

It shall be the responsibility of the permittee to assure the integrity of existing drainage through the right-of-way during and after construction.

Maximum densities on all materials shall be determined by a laboratory, on the same materials, in accordance with AASHTO T-99. Proof of compaction shall be furnished by the permittee, from a qualified laboratory.

Prior to placement of asphaltic concrete material, the permittee shall sufficiently clean the existing pavement edge and apply an asphalt Tack to the edge to form a water tight joint between the new pavement and the existing pavement shoulder.

The permittee shall compact the asphaltic concrete to prevent settling and produce a smooth, even surface.

The pavement thickness of the widening section shall be constructed in accordance with the approved permit plans.

Asphaltic concrete shall be asphaltic concrete (miscellaneous structural), section 409 of ADOT standard specifications.

All widenings will have an application of ACFC the full roadway width; from taper end plus two hundred feet beyond traffic signal.

Asphaltic concrete shall be asphaltic concrete friction course, section 407 of ADOT standard specifications.

The permittee shall provide a striping plan. The plan shall include the proposed placement of new stripe.

Upon approval of the striping plan by ADOT, the permittee shall notify Charles Mills of signing and striping (778-1180) Prescott at least two weeks prior to the striping layout. The striping layout shall be inspected by Mr. Mills or his representative prior to the actual striping. The permittee will perform the striping.

The developer will have all foreign material (loose gravel, mud, etc.) removed prior to final striping.

#56321
10/17/91

PRESCOTT YAVAPAI TRIBE
SR 69 MP 295.87

All appropriate signing will be approved by ADOT and obtained and installed by the permittee. After the installation of signs, ADOT will be responsible for their maintenance.

Existing traffic signs to be removed by permittee and reinstated by ADOT.

An IGA is being processed for the construction and maintenance of the traffic signal.

Excavations, vertical drops, equipment and/or material shall not be left overnight or unattended without proper safety protection. (i.e., barricades, fencing, etc)

The permittee shall schedule so traffic may pass through the area safely and without delay.

Work on the permit shall not start any any time prior to placement of signs as per the ADOT traffic control manual, MUTCD or drawings attached hereto and part of this permit.

During the construction of the permit, should an emergency arise that would affect the roadway or flow of traffic, the permittee shall immediately contact the Department of Public Safety, 445-1280 and ADOT at 778-1180.

"NOTICE" Prior to beginning work the permittee shall submit to ADOT an emergency contact list. This list shall include the phone numbers of individuals responsible for construction and traffic control.

All work shall be conducted during daylight hours unless approved by ADOT.

Approval from Bettina Rosenberg/Environmental Planning is not required. Existing turnout into Mario's is to be eliminated under this permit.

CONSTRUCTION - TRAFFIC SIGNALS

SR 69 - MP 295.87 (Sheraton Entrance)
Project# 69 YV 295 HX 005 01C

RESOLUTION

BE IT RESOLVED, on this 2 day of May, 1991, that I, JAMES S. CREEDON, as Acting Director, ARIZONA DEPARTMENT OF TRANSPORTATION, have determined that it is in the best interest of the State of Arizona, that the ARIZONA DEPARTMENT OF TRANSPORTATION, acting by and through the Highways Division, enter into a Construction Intergovernmental Agreement with the UNITED STATES DEPARTMENT OF THE INTERIOR, BUREAU OF INDIAN AFFAIRS, for the YAVAPAI-PRESCOTT INDIAN TRIBE, for the installation of traffic signals and/or highway lighting justified by a Traffic Engineering study. The UNITED STATES DEPARTMENT OF THE INTERIOR, BUREAU OF INDIAN AFFAIRS, for the YAVAPAI-PRESCOTT INDIAN TRIBE, shall reimburse the STATE for 50% of the final construction and engineering costs not to exceed \$40,000 for its share of the cost of this work. THEREFORE, authorization is hereby given to draft said Agreement which, upon completion, shall be submitted for approval and execution by the State Traffic Engineer.



JAMES S. CREEDON, ACTING DIRECTOR
ARIZONA DEPARTMENT OF TRANSPORTATION



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

~~Robert F. Wood~~

Grant Woods

INTERGOVERNMENTAL AGREEMENT

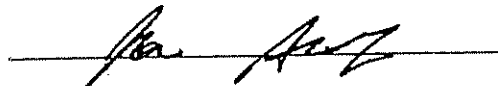
DETERMINATION

A. G. Contract No. KR 91-2827TRD, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 22 day of Nov, 1991.

GRANT WOODS
Attorney General


Assistant Attorney General
Transportation Section